

2009 STATE AND COUNTY CONTRACT  
COVERING SOCIAL SERVICES, COMMUNITY PROGRAMS AND INCOME MAINTENANCE

INTRODUCTION

This Contract is made and entered into for the period January 1, 2009, through December 31, 2009, by and between the Department of Children and Families and Department of Health Services, hereinafter referred to as "Department," and the State of Wisconsin herein referred to as "State," and the County Board of Supervisors of \_\_\_\_\_ County herein after referred to as "County."

WHEREAS, the Department and the County are directed by s. 46.031 of the Wisconsin Statutes to enter into a contract for Social Services and Community Programs provided or purchased by the County pursuant to ss. 46.034(3), 46.21, 46.22, 51.42, and 51.437 of the Wis. Stats.; and

NOW, THEREFORE, in consideration of the mutual responsibilities and agreements hereinafter set forth, the Department and the County agree as follows:

1.0 Definitions

- (1) "Contract Appendix" means an addition to the main body of the contract which is attached prior to the parties signing the contract. An appendix does not require signatures of either party.
- (2) "Contract Addendum" means an addition to the main contract which is attached after both parties have signed the contract. An addendum does require the signature of both parties or designee(s).
- (3) "Contract Supplement" means a signed memorandum from the Department which notifies the county that funds will be added to the contract but does not require signature of the county signatory.

2.0 PROVISION OF SERVICES AND PROGRAMS

- 2.01 The County agrees that the Social Services, Community Programs and Income Maintenance functions performed and services provided or purchased by the County as specified in this contract shall be performed in accordance with State statutes and administrative rules and Federal statutes, rules and regulations, and court orders, and shall meet the requirements of this contract, of the HSRS Handbook as updated quarterly; of the Divisions Numbered Memo Series; of the Allowable Cost Policy Manual and Financial Management Manual, as set forth in or established by the Department under the authority granted to it by State and Federal statutes, rules, and regulations and court orders. [Numbered memos, the Financial Management and the Allowable Cost Policy Manuals can be viewed on the Department's Internet web site at <http://dhs.wisconsin.gov>] If the Department proposes a change to the requirements after January 1, 2009, in the functions performed and services provided or purchased by the county which is not the result of implementation of State and Federal Statutes, Rules and Regulations, court orders or settlement agreements arising from litigation, the county, using a single statewide point of contact, will have thirty (30) days to comment on the fiscal impact of the change to the Department before the requirement takes effect. The single statewide point of contact may request an extension of the comment period of up to 15 days. The Department shall consider the fiscal impact on the county before implementing the change in requirements.

It is not the Department's intent to unilaterally impose any new and previously unbudgeted programs on the county.

If the County is of the opinion that any directive of the Department conflicts with a mandate contained in a federal statute or regulation, the County shall nevertheless follow the directive of the Department. The County shall be held harmless from claims alleging a conflict between any departmental directive and a mandate contained in a federal statute or regulation to the extent that the County has followed the department directive alleged to be in conflict with the mandate.

- 2.02 (1) Except as provided in state and federal statutes, the county shall perform the functions and provide the services within the limits of state and county appropriations and county appropriations used to match state and federal funds.
- (2) Nothing in this contract shall be construed to require the expenditure of County funds, except as specifically provided herein and authorized by the County board.
- (3) Nothing contained in this contract shall be construed to supersede the lawful power or duties of either party, the County Department of Community Programs, the County Department of Development Disabilities, the County Department of Social Services, the County Department of Human Services and the County Department of Health and Human Services. The parties agree that the County shall carry out its responsibilities under the sections of this contract through its appropriate County departments.
- 2.03 The Department shall have all ownership rights in any software or modifications thereof and associated documentation designed, developed, or installed as a result of this contract.
- 2.04 The County and the Department shall work together to ensure the efficient and effective operation of automated systems in support of the programs covered by this contract in the County.
- (1) The County shall keep all State owned data processing equipment that is located in the County in a secure place and compensate the Department for any theft, damage, or other loss of the equipment if the Department's prescribed security precautions have not been met.
- (2) The County shall designate an employee as County Security Officer to be responsible for ensuring compliance with security precautions for state-owned computer equipment, data confidentially, and user access.
- (3) The State shall retain ownership of all Department-installed computer equipment and shall be responsible for maintenance and installation costs as specified by the Department.
- (4) The County shall comply with the provisions for Information Technology (IT) security in the *Security Manual*, issued by the Department and the Department of Workforce Development, as it relates to security over DCF/DHS systems.
- 2.05 The County agrees to undertake the administrative activities including cooperation with the Statewide Eligibility Unit (SEU), to assure that federal financial participation eligibility is determined accurately for children under county supervision who receive foster care, group home care or institutional care.
- 2.06 Since a portion of the funds under this Contract includes federal funds, the County agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994. The law requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age 18. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

- 2.07 The County agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the County provides or purchases with funds provided under this contract.

Certain programs included in this agreement are defined as "Health Plans" within HIPAA rules. As such the Department must comply with all provisions of the law and has deemed that Counties are "Business Associates" within the context of the law. As a result, the Department requires Counties to sign and return with this contract the Business Associate Agreement included at sec 12.04 of this contract.

### 3.0 REIMBURSEMENT

- 3.01 Subject to the terms and conditions set forth in this contract, the Department shall reimburse the County for the functions it performs and services it provides or purchases as set forth in Articles 2 and 9.
- 3.02 The County shall submit all claims for reimbursement under this contract to the Department by March 25, 2010, and the Department shall make final payment by August 1, 2010. The Department shall deny all claims submitted after March 25, 2010. The Department may grant an exception in unusual circumstances on an individual basis. However, the Department shall allow a claim as a result of a subsequent audit approved by the Department which identified a Department error. The County may offset additional claims identified in an audit against audit exceptions up to the amount of the exception.
- 3.03 Total net reimbursement to the County for allowable expenses shall not exceed the contracted amounts specified in Articles 2 and 9 and Exhibit 1 of this contract as adjusted by the terms and conditions of contract appendices and addenda less any expenditures owed the Department under other Department and County contracts. This setoff only applies to funds within a county agency and will not occur between County agencies.
- 3.04 The Department shall make payments to the County based upon the following schedule for programs covered in Article 9:
- (1) As soon as possible after executing this Contract and up to two months thereafter, the Department shall make payments on the fifth (5th) of each of those months in an amount based on one-twelfth (1/12) of the total of Article 9 or one month's estimated operating expenses to the County, except for direct reimbursement programs as outlined in the CARS Accounting Manual. Each month thereafter, the Department shall make a payment to the County for expenditures reported on the financial forms required by the Department attributable to each program under Article 9.
  - (2) The County agrees to submit to the Department the financial forms specified in Article 10.0 on a monthly basis no later than the thirtieth (30) of the month subsequent to the reporting period. Based upon the reported expenditures, the Department shall make monthly payments by the fifth day of the second month following the report date of the reported expenditures.
  - (3) Payments to the County, including pre-payments and reimbursed expenditures shall not exceed the total contract amount.
  - (4) The initial three (3) months of payments will be recouped during the last three (3) months of expense reporting, or when expenditures equal or exceed seventy-five (75%) percent of the profile line amount, whichever comes first, for the Contract period. A final cash adjustment will be done after reconciliation of the Contract amounts to actual final reported expenses.
- 3.05 The Department may increase or decrease or delay the monthly payment under one of the following conditions. The parties shall negotiate the timing and payment schedule of any

adjustments under items (1) and (3) of this subsection. The Department will only withhold funds of the county agency which is in non-compliance with contract or program requirements, county agencies which are in compliance will be paid the amounts due.

- (1) The Department determines, pursuant to an audit under Article 5, that there is an error in the County's fiscal and service records for this contract or previous contracts and the Department submits the draft audit report of the error to the County within 30 months of the expiration of the contract. The Department shall limit the increase or decrease to the audited error and shall confer with the County before increasing or decreasing the monthly payment for this contract. The parties may negotiate the timing and amount of the adjustment at the County's request.
- (2) The County does not give the Department the F-80600 report by the due date. If the Department caused the delay, this provision is waived. Should there be extenuating circumstances which prevent the County from sending a report, it is the responsibility of the County to see that the Department is properly notified prior to the due date of the report.
- (3) The Department determines that the functions performed by the County do not meet State or Federal Statutes and requirements, as stated in Articles 2 and 9 of this contract.
- (4) The County does not refund monies that the Department paid to the County pursuant to the 2008 contract between the Department and the County and that the County has not spent or encumbered by December 31, 2008.

3.06 By March 14, 2010, the County will inform the Department that it will refund to the Department by April 30, 2010, any funds received pursuant to this contract that are unspent or encumbered prior to January 1, 2010. If the County does not provide a refund check, the Department will adjust funds under Article 3.04 as part of the contract year reconciliation process.

3.07 (1) Distribution and reporting of Agency Management Support and Overhead (AMSO) will be in accordance with the federally approved cost allocation plan for local organizational units.

County employee roster information will be provided to the Department of Children and Families (DCF) and the Department of Health Services (DHS) in compliance with instructions from each Department for the Income Maintenance (IM)/Wisconsin Works (W-2) RMS and Social Services (RMTS), respectively.

- (2) Counties will report AMSO expenses and employee counts in accordance with instruction for the IM/W-2 RMS. DCF and DHS will distribute AMSO costs to the IM and W-2 programs as required by the federal cost allocation guidelines.

For Department programs other than IM, AMSO shall be distributed based on employee counts across programs administered by the county agency. Counties may use the AMSO expense and employee count information provided for the IM/W-2 RMS to calculate the AMSO costs to be reported monthly for social services programs, for programs which are part of the same county agency as the IM/W-2 programs.

3.08 The Department shall provide 30 days advance notice to the County when an increase, decrease or delay will be made pursuant to Article 3, Section 3.05(3). The Department will schedule a conference to resolve the issue which gave rise to notice before the imposition of the decrease or delay. The County may pursue its right to appeal the Department's decision as provided by Article 6 of this contract after the imposition of the decrease or delay or sooner if both parties agree there is an impasse.

3.09 Except as provided in section 11.01 County agrees that the obligation of the Department under this contract is limited by and contingent upon legislative authorization and budget appropriations including those made by current Chapter 20, Wis. Stats., and if, during the term of this contract, the state appropriations which fund programs under this contract are not made

or are repealed or reduced by actions of the Legislature or otherwise, the Department's obligation to fund and the County's obligation to fund and provide such service programs under this contract is suspended.

- 3.10 The County shall not at any time reallocate funds between lines of Exhibit 1 unless specific written approval is received from the Department by March 1, 2010.

#### 4.0 RECORDS

- 4.01 At least 45 days prior to the effective date of any Department reporting or record keeping requirement issued after December 31, 2008, the Department shall provide the County with written notice of such a proposed reporting or record keeping requirement and allow the County an opportunity to review and comment on such a requirement. The County may comment on its own behalf or use a single point of contact to communicate its concerns. Reporting and record keeping requirements which are the result of changes in federal or state laws, rules and regulations, or any court actions may be implemented by the Department without strict compliance with the above-stated notice and comment requirements. However, the Department shall make every reasonable effort to solicit comments from the County prior to implementing such record keeping and reporting requirements.

##### 4.02 Fiscal Records

The County shall maintain such records, financial statements and necessary evidences of accounting procedures and practices sufficient to document the funding received and disbursements made under this contract.

##### 4.03 Client Reporting

The County shall maintain such records, reports, evaluations, or other documents which are specified as needed by the Department for monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, is subject to the Financial Management Manual provisions allowing destruction of records.

- (1) The County shall furnish such reports and documents to the Department in the format and according to the schedules as the Department requires. These reports must be in compliance with Department reporting instructions.

- (2) The Department shall evaluate and monitor compliance with reporting instructions.

- 4.04 All records maintained by the County pursuant to this contract shall be available to the Department on request and with adequate notice for inspection, examination or audit. Except when the Department determines that unusual circumstances exist, the Department will give the County at least five working days written notice unless the County consents to a shorter time frame.

- 4.05 The parties agree to comply with the applicable Federal and State law and Department regulations concerning confidentiality of client records.

- 4.06 Notwithstanding the above, nothing in this contract shall be construed to limit, modify, or extinguish any Federal or State agency's legal authority to inspect, audit, or have access to any records, financial statements or other reports maintained by the County; or to modify or limit the County's legal obligation to maintain any record or report required by State or Federal statutes, rules, or regulations.

- 4.07 The Department shall monitor its requests for reports and evaluations to eliminate present and prevent future duplicate requests being sent to the County.

## 5.00 AUDITS

### 5.01 "Single Audit" requirements

- (1) The County shall hire an independent auditor to conduct a Single Audit pursuant to OMB Circular No. A-133, Department of Administration State Single Audit Guidelines and audit guidelines established and provided by the Department. The Audit shall be completed and a report submitted to the County which will enable the county to comply with the submission requirements of 5.01(3). The County shall incorporate by reference in the engagement letter (contract with the independent auditor), OMB Circular No A-133 and Department of Administration State Single Audit Guidelines.
- (2) The Department agrees to provide technical assistance to the County that may include providing the independent auditor with financial information from Department records, work papers, and draft report review and attendance at conferences.
- (3) The county agrees to provide to the Department one (1) copy of the audit reporting package and any other supporting documentation required by the Department no later than nine (9) months following the close of the County's fiscal year. The complete copies of the audit report must be sent to the Department of Health Services, Division of Enterprise Services, P. O. Box 7850, Madison, WI 53702-7850. The audit reporting package shall consist of the report elements applicable to counties as required in OMB Circular A-133 and the *State Single Audit Guidelines* published by the DOA.
- (4) The Department shall issue a management decision on audit findings within six months after receipt of the County's audit report.
- (5) With the exception of Federal audits, if the audit is complete and accepted by the Department, the Department may not perform any additional audits and audit exceptions may not be taken other than those taken on the basis of the findings in the accepted audit. Any additional examinations shall build upon the work already done. There will be no charge for Department initiated examinations.

### 5.02 Department Reviews

- (1) In the event that the Department conducts a financial and compliance review, it will include the examination of financial records maintained by the County. The review shall be conducted in accordance with the Department procedures. This review will not meet the requirements of the Single Audit Act for the County.
- (2) The Department shall schedule a mutually acceptable entrance date with the County with at least a ten-day advance notice.
- (3) The Department agrees to provide the County with a copy of the resultant report, management letter, and supporting documentation upon completion of the financial and compliance review.
- (4) The Department agrees to complete all draft reviews of the County within 25 months of the expiration date of the contract year to be reviewed. The time limit for submitting a draft review report to the County may be extended in unusual circumstances.
- (5) If a multi-county agency has been audited and the audit meets the guidelines of the Department, the Department shall accept the multi-county agency audit in any review of a constituent county or counties of the multi-county agency.
- (6) The Department reserves the right to conduct an independent financial and compliance review of the County agency if the County fails to secure a Single Audit covering all

Department funds. In the event that the County fails to secure a Single Audit, Department costs for completing a financial and compliance review will be charged back to the County.

- (7) The Department may conduct an additional review if a County action not identified in the Single Audit results in the loss of federal funds. This additional Department review will determine if an audit exception is appropriate.

#### 5.03 Audit Resolution

The Department will initiate resolution of findings with the County pursuant to Audit Resolution Policies developed by the Department.

- 5.04 Nothing in this section shall be construed to govern the acceptance or guidance of the County by any state agency other than the Department.

#### 5.05 Audit Disallowance

- (1) The County shall be liable for the entire amount of the audit adjustment attributed to the County. The actual amount of a disallowance against the County shall be determined through the Department's Audit Disallowance Policy as stated in the DHS Financial Management Manual for Counties, Tribes and 51.42/37 Boards.
- (2) No fiscal sanction shall be taken against the County unless it is based upon a specific policy which was: (a) effective during the time period which is being audited, and (b) communicated to the County department head or designee in writing by the Department or the federal government prior to the time period audited. No state audit adjustment for failure to meet the requirements of Article 2, Section 2.01 shall be imposed for 60 days after the date the County receives written notice of the requirement. The 60 day hold-harmless period is not required if (a) the state has been assessed a federal fiscal penalty because federal law and regulations or court order mandated the requirement and held the State to a more restrictive time period, or (b) the requirement is the result of state law and administrative or court order that imposes a more restrictive time period and the imposition of a state fiscal penalty. These conditions in no way negate the County's responsibility to implement policies by their effective dates.

### 6.0 REVIEW AND REVISION

- 6.01 The County shall be entitled to an administrative review conducted pursuant to the procedures stated below which are in effect for this contract if both of the following occur:

- (1) The Department and the County disagree about the interpretation of any provision of this contract; and
- (2) The disagreement concerns one of the following:
  - (a) Reconciliation of claims and reimbursements; review is through departmental conference;
  - (b) Any audit of the County as described in this contract; review is through the audit resolution policy.
  - (c) Any audit resolution process; review is through the audit resolution policy; or,
  - (d) Any federal audit of the County or the Department; review is through the Divisions Numbered Memos on Federal audits.

- 6.02 If the Department and the County disagree about the interpretation of any provision of this contract other than the disagreements described in Section 6.01 above, and a substantial

interest of the County is injured by an action of the Department, then the County shall be entitled to a hearing before the Department of Administration - Division of Hearings and Appeals which must be requested within 60 days (including weekends and holidays) from the day the action in question occurred. The following procedures shall apply:

- (1) The Department shall have a hearing scheduled within 60 days (including weekends and holidays) of receipt of the appeal request;
- (2) Both the County and the Department shall be entitled to one 30-day continuance of the hearing upon written notification to the other party and to the Division of Hearings and Appeals;
- (3) The hearing shall be conducted as if it were a Class 3 case hearing under Ch. 227 of the Wis. Stats. At the hearing, the parties may present evidence, call and cross-examine witnesses, and make arguments on the issues; and
- (4) Either party may ask the Secretary of the Department to review the proposed decision within 30 days of its issuance. If neither party makes such a request within the 30 days, the proposed decision shall be final. If either party makes such a request within 30 days, the Secretary may allow both parties to file written arguments before a final decision is issued.

## 7.0 CIVIL RIGHTS COMPLIANCE

7.01 The County assures that it has submitted to the Department's Affirmative Action/Civil Rights Compliance Office a copy of the countywide Civil Rights Compliance Plan [See <http://www.dhs.state.wi.us/civilrights/index.htm> for the plan standards] for the current planning period (January 1, 2008, to December 31, 2010). The plan outlines its policies and procedures to meet the requirements under Title VI and VII of the Civil Rights Act of 1964, and as amended in 1991; Sections 503 and 504 of the Rehabilitation Act of 1973; Title VI XVI of the Public Service Health Act; the Age Discrimination Act in Employment of 1967 and Age Discrimination Act of 1975; the Omnibus Budget Reconciliation Act of 1981; the Americans with Disabilities Act of 1990 Title I, II and III; Education Amendment of 1972 Title IX as amended, Food Stamp Act of 1977, and the Wisconsin Fair Employment ss. 11.31 to 11.395 Wis. Stats., and Ch. DWD 218, Adm. Rules.

- (1) No otherwise qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination in any manner on the basis of race, color, national origin, religion, sex, disability, age or political belief. This policy covers eligibility for and access to service delivery, and treatment in all programs and activities. All employees are expected to support goals and programmatic activities relating to non-discrimination in service delivery.
- (2) No otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subject to discrimination in employment in any manner or term of employment on the basis of race, creed, color, national origin, ancestry, age, gender, disability, arrest of conviction records, sexual orientation, marital status, and membership in the military reserve. The Wisconsin Fair Employment Act also prohibits honesty and genetic testing discrimination that is not job related, and the use of lawful or unlawful products during outside work hours. All employees are expected to support goals and programmatic activities relating to non-discrimination in employment.
- (3) The County shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be according to Department Standards and made available in languages and formats understandable to applicants, clients and employees. The Department will continue to provide appropriate translated brochures and forms for distribution. The language access requirements for persons with disabilities and persons



who have limited English proficiency are found in greater detail on the website listed in this section.

- (4) The County agrees that its service providers and their subcontractors will comply with the employment and service delivery guidelines in the Civil Rights Compliance Plan requirements issued jointly by the Department of Children and Families, Department of Health Services and the Department of Workforce Development.
- (5) Requirements herein stated apply to any subcontracts or grants. The County has primary responsibility to take constructive steps to ensure the compliance of its subcontractors. However, where the Department has direct contract with another service provider, the county need not obtain a subcontract or subgrantee Civil Rights Compliance Action Plan or monitor that service provider.
- (6) The Department will monitor the Civil Rights Compliance of the County. The Department will conduct reviews to ensure that the County is ensuring compliance by its subcontractors or grantees according to Department guidelines. The County agrees to comply with Civil Rights monitoring reviews, including the examination of records and relevant files maintained by the County, as well as interviews with staff, clients, applicants for services, subcontractors and referral agencies. The reviews will be conducted according to Department procedures. The Department will also conduct reviews to address immediate concerns of complainants.
- (7) The County agrees to cooperate with the Department in developing, implementing and monitoring corrective action plans that result from complaint investigations or other monitoring efforts.

(8) Access to Agency

The County agrees that they will: hire staff with special translation or sign language skills and/or provide staff with special translation or sign language skills training, or find qualified persons who are available within a reasonable period of time and who can communicate with limited- or non-English speaking or hearing impaired clients at no cost to the client; provide aids, assistive devices and other reasonable accommodations to the client during the application process, in the receipt of services, and the processing of complaints or appeals; train staff in human relations techniques, sensitivity to persons with disabilities and sensitivity to cultural characteristics; make programs and facilities accessible, as appropriate, through outstations, -authorized representatives, adjusted work hours, ramps, doorways, elevators or ground floor rooms, and Braille, large print or taped information for the visually impaired; posted and/or available informational materials in languages and formats appropriate to the needs of the client population.

8.0 RECONCILIATION WITH COUNTY CLERK'S RECORDS

- 8.01 A reconciliation should be performed between expenditures and revenues recorded at the county agency's office and those on the county clerks' accounts together with any journal entries. It is advisable to obtain copies of the County Clerk's expenditure and revenue accounts pertaining to the county agency to perform this reconciliation. A work sheet shall be prepared at year-end showing the final reconciled balances and adjustment made by the agency.

9.0 HUMAN SERVICES PROGRAMS

9.01 Reconciliation of Human Services Programs

- (1) The terms in this Article shall be defined as follows:

(a) "Basic County Allocation" (BCA) means the budget category of the Department of Health Services Basic County Allocation.

- (b) "Children and Families Allocation (CFA) means the budget category of Department of Children and Families Allocation
- (c) "Categorical Programs" means one of the budget categories other than DHS BCA or CFA .
- (2) Human Services Programs listed in the exhibit to this contract are reconciled in accordance with Sections (3) and (4) below.
- (3) The County shall earn monies for the County's actual expenditures for each categorical program up to the amount in the State Allocation Column for that categorical program. If the County expends more money for a categorical program than the amount for that program, the over-expenditure shall be treated as if it were an expenditure for the DHS BCA or CFA. Each contract addendum will be treated as a categorical line for earning purposes with any required County match applied to the DHS BCA or CFA.
- (4) All County match funds shall be used to earn State match funds on the DHS BCA and CFA contract line.
  - (a) If the County spends DHS BCA or CFA in an amount equal to or less than the amount stated on that line (DHS CARS 561/ DCF CARS 3561) the County shall earn actual expenditures.
  - (b) If the County spends DHS BCA or CFA in an amount greater than the amount stated on that line (DHS CARS 561/DCF CARS 3561), the County shall earn all of the DHS BCA or CFA plus one-half of remaining expenditures up to the amount on the State Match line (DHS CARS 681/DCF CARS 3681).

9.02 Carry-over of Community Aids funds.

- (1) The County can carry over 3% of the total allocation of these funds which are unearned in the following categories:

DHS Basic County Allocation or DCF Children and Families Allocation  
 State Match  
 Alzheimer's Family and Caregiver Support  
 Substance Abuse Prevention and Treatment Block Grant (SAPTBG)  
 Community Mental Health Services (MH) Block Grant

SAPTBG and MH Block Grant funds carried over must be used for their original purpose. All other funds carried over will be added to the DHS BCA or the DCF CFA and can be used for any purpose during the next calendar year. However, the statutes prohibit the use of any carry-over funds for administrative or staff costs.

- (2) The County can carry over up to 5% of its Family Support Allocation which is unearned. These funds must be used for their original purpose but not for Administrative or staff costs.

10.0 SOCIAL SERVICES AND COMMUNITY PROGRAMS REPORTS

<u>Form Number</u>	<u>Name</u>	<u>Due Date</u>
F-80600	Expenditure Report-Community Aids Reporting System	30th of the month following the report month (See 3.04) plus final on March 25, 2010

<u>Form Number</u>	<u>Name</u>	<u>Due Date</u>
F-20942	Total Expense by Target Group Standard Program Cluster Report	March 25, 2010
F-22540	Human Services Revenue Report	April 30, 2010
F-22018	HSRS Long Term Support Module	30th of the month following report month

## 11.0 MISCELLANEOUS

### 11.01 Conditions on the Parties' Obligations

- (1) This contract is contingent upon authorization of Wisconsin and United States law and any material amendment or repeal of same affecting relevant funding to, or authority of, the Department shall serve to terminate this agreement except as further agreed by the parties hereto.
- (2) Nothing contained in this agreement shall be construed to supersede the lawful power or duties of either party.

11.02 It is understood and agreed that the entire contract between the parties is contained herein, and includes appendices and addenda incorporated herein by reference. The contract supersedes all previous commitments, promises, and representations, either oral or written between the parties relating to the subject matter hereof.

## 12.0 CERTIFICATION REGARDING LOBBYING

In conformance with federal law, the authorized county representative must review, sign and return with this contract either the Certification Regarding Lobbying form (Section 12.01) or the Disclosure of Lobbying Activities (Section 12.02).

### 12.01 INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status for the covered Federal action.
3. Identify the appropriate classification of this report. IF this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which

the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) Number, grant announcement number, the contract grant, or loan award number; the application/proposal control assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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Public reporting burden for the collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (03 48-00 46), Washington, D.C. 20503

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## 12.02 CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by title 31 U.S.C. section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: \_\_\_\_\_  
(Signature of Official Authorized to Sign Application)

Date: \_\_\_\_\_

For \_\_\_\_\_  
(Name of Grantee)

\_\_\_\_\_  
Title of Grant Program

### 12.03 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The Undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief that the applicant defined as the primary participant in accordance with 45 CFR Part 76, and its principles:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page.

The applicant agrees that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, In-eligibility, and Voluntary Exclusion-Lower Tier Covered Transaction". (Appendix B to 45 CFR Part 76) in all lower tier covered transactions (i.e., transactions with subgrantees and/or contractors) and in all solicitations for lower tier covered transactions.

BY \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of official authorized to sign)

**2009 WISCONSIN  
STATE AND COUNTY CONTRACT  
HIPAA BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (Agreement) supplements and is incorporated into the existing Underlying Contract (Contract) known as the 2009 State and County Contract covering the provision of contracted services entered into by and between the County and the Department of Children and Families and the Department of Health Services.

This Agreement is specific to those services, activities, or functions covered in the Contract where it has been determined that the County is performing services, activities, or functions on behalf of the Department that are covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). These services, activities, or functions include:

- (i) Brain Injury Waiver;
- (ii) Community Integration Program (CIP IA);
- (iii) Community Integration Program (CIP IB);
- (iv) Wisconsin Well Woman Program (WWP) ;
- (v) Medicaid Community Waivers (CIP II/COP-W);
- (vi) Community Supported Living Arrangements and
- (vii) Children's Long-Term Support (CLTS)

The Department and County agree to modify the Contract to incorporate the terms of this Agreement and to comply with the requirements of HIPAA addressing confidentiality, security and the transmission of individually identifiable health information created, used or maintained by the County during the performance of the Contract and after the Contract is terminated. The County agrees that any conflict between provisions of the Contract and the Agreement will be governed by the terms of the Agreement.

**1. DEFINITIONS**

***Protected Health Information (PHI)*** means:

Health information, including demographic information, created, received, maintained, or transmitted by the County, on behalf of the Department, where such information relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the payment for the provision of health care to an individual, that identifies the individual or provides a reasonable basis to believe that it can be used to identify an individual.

PHI excludes individually identifiable health information in education records covered by the Family Educational Rights and Privacy Act (FERPA) (*see* 20 U.S.C. 1232g, *et. seq.*) and employment records held by the Department in its role as employer.

***Individual*** means:

The person who is the subject of protected health information or the personal representative of an Individual as defined and provided for under applicable provisions of HIPAA.

***Disclosure*** means:

The release, transfer, provision of access to, or divulging in any other manner of information outside the entity holding the information.



**Designated Record Set** means:

- (1) A group of records maintained by or for a covered entity that is:
  - (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
  - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
  - (iii) Used, in whole or in part, by or for the covered entity to make decisions about individuals.
- (2) For purposes of this Agreement, the term record means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

**Incident** means:

A use or disclosure of PHI by the Business Associate or subcontractor not authorized by this Agreement or in writing by the Covered Entity, a complaint by an individual who is the subject of any PHI created or maintained by the Business Associate on behalf of the Covered Entity, and any Federal HIPAA related compliance contact. Also included in this definition are any attempted, successful or unsuccessful, unauthorized access, modification, or destruction of PHI, including electronic PHI, or interference with the operation of any information system that contains PHI.

## **2. PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION**

The County shall not use or disclose any PHI except as permitted or required by the Contract or this Agreement, as permitted or required by law, or as otherwise authorized in writing by the Department.

## **3. PERMITTED USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION**

The County may use or disclose PHI only for the following purpose(s):

- a. for the delivery of the services, program management, activities, or functions contracted for in the Contract; or
- b. for meeting contractual or legal obligations as established in any agreements between the parties evidencing their business relationship; or
- c. as permitted by HIPAA if such use or disclosure were made by the Department or otherwise required by applicable law, rule or regulation; or
- d. for use in the operations of the County as provided in paragraph 4 of this Agreement; or
- e. as otherwise authorized by the Department in writing; or
- f. data aggregation for the health care operations of the Department.

## **4. USE OF PROTECTED HEALTH INFORMATION IN COUNTY OPERATIONS**

The County may use or disclose PHI as necessary for the delivery of the services or programs provided for in the Agreement, including appropriate management and administration of programs or services, or to fulfill the contractual or legal obligations of the County provided:

- a. the disclosure is permitted or required by law; or
- b. the County obtains reasonable assurances, evidenced by a written contract, from any person or organization to which the County will disclose PHI that such person or organization shall:
  - (i) hold all PHI in confidence and use or further disclose it only for the purpose for which the County disclosed it to the person or organization, or as required by law; and

- (ii) notify the County, who will in turn promptly notify the Department, of any instance that the person or organization becomes aware of in which PHI was improperly disclosed.

## **5. SAFEGUARDING AND MAINTENANCE OF PROTECTED HEALTH INFORMATION**

- a. The County will develop, implement, maintain, and use:
  - (i) appropriate administrative, technical, and physical safeguards to prevent improper use or disclosure of PHI, in any form or media; and
  - (ii) appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity and availability of electronically maintained or transmitted PHI.
- b. The County will document and keep these safeguards and security measures current and available for inspection by the Department or its agents, upon request. Security measures employed by the County must comply with HIPAA security requirements on or before the date such requirements become effective.
- c. The County agrees to conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic protected health information held by the County.

## **6. USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION BY SUBCONTRACTORS AND AGENTS OF THE COUNTY**

The County agrees to require any agent, including subcontractors, to whom the County provides PHI to comply with the same restrictions and conditions applicable to the County with respect to PHI. This provision does not apply to the use or disclosure of PHI by subcontractors that provide health care treatment to individuals or to other persons or organizations that have entered into an Organized Health Care Arrangement (OHCA) as provided for under the provisions of HIPAA.

## **7. COMPLIANCE WITH ELECTRONIC TRANSACTIONS AND CODE SET REGULATIONS**

If the County conducts any HIPAA-covered standard electronic transaction(s) on behalf of the Department, the County will comply with the applicable provisions of HIPAA for such standard transaction(s). The County will likewise require any subcontractor or agent conducting any standard electronic transaction(s) on behalf of the County, for services or programs covered by the Contract, to comply with the applicable provisions of HIPAA relating to standard transactions.

- a. General requirements.
  - (i) If any entity requests the County to conduct any of the standard electronic transactions, the County must comply with the request.
  - (ii) The County may not delay or reject a transaction, or otherwise adversely affect or impact the other entity or the transaction submitted, because the transaction is a standard electronic transaction.
  - (iii) The County may not reject a standard electronic transaction on the basis that it contains data elements not needed or used by the County (e.g., coordination of benefits information).
  - (iv) The County may not offer an incentive to a health care provider to conduct a covered transaction through direct data entry (as described in CFR 45 §162.923(b)) rather than as a standard electronic transaction.
  - (v) Counties operating as a health care clearinghouse, or requiring an entity to use a health care clearinghouse to receive, process, or transmit standard electronic transactions may not charge fees or impose costs in excess of the fees or costs for normal telecommunications that the entity incurs when it directly transmits, or receives, a standard electronic transaction to, or from, the County.
- b. The County will not enter into, or permit its subcontractors or agents to enter into, any agreement related to the conducting of standard electronic transactions for or on behalf of the Department that:

- (i) changes or modifies the definition, data condition, or use of a data element or segment in an implementation specification; or
  - (ii) adds any data elements or segments to the maximum defined data set; or
  - (iii) uses any code or data elements that are marked “not used” in the implementation specification or are not contained within the implementation specification; or
  - (iv) changes the meaning or intent of any implementations specification.
- c. If the County receives a standard electronic transaction and coordinates benefits with another health plan, it must store the coordination of benefits data it needs to forward the standard electronic transaction to the other health plan.

## **8. ACCESS TO PROTECTED HEALTH INFORMATION**

At the request of the Department or of an Individual having the right to request access to PHI under HIPAA, the County agrees to provide access to PHI held by the County that the Department has determined to be part of the Designated Record Sets of the programs covered by the Agreement. Access to PHI will be provided to the Department or to an Individual as directed by the Department, or to an Individual having the right to access PHI under the provisions of HIPAA. The Department may delegate responsibility for the performance of all legal obligations, including HIPAA rights, relating to the Designated Record Set to the County.

## **9. AMENDMENT OR CORRECTION TO PROTECTED HEALTH INFORMATION**

At the direction of the Department, the County agrees to amend or correct PHI that the Department determines is included in the Designated Record Set held by the County. The County agrees that all amendments or corrections will be completed by the County in accordance with applicable HIPAA provisions.

## **10. REPORTING OF INCIDENTS TO DEPARTMENT BY COUNTY**

The County will inform the Department of any Incident covered by this Agreement or in writing by the Department within 15 business days of becoming aware of such Incident. The Department, at its discretion, may require a written report. If a written report is requested by the Department, the County agrees to forward a written report to the Department not more than 15 business days after such request is made. Written and verbal reports of Incidents will include:

- a. A description of the circumstances of the Incident;
- b. The name of persons assigned to review and investigate the Incident;
- c. A description of the PHI used or disclosed during the Incident;
- d. the person and organizations involved in the Incident;
- e. what actions the County has undertaken or will undertake to mitigate any harmful effect of the Incident; and
- f. the actions the County has taken or will take to prevent future similar Incidents from occurring.

## **11. MITIGATING EFFECT OF UNAUTHORIZED DISCLOSURES OR MISUSE OF PROTECTED HEALTH INFORMATION**

The County agrees to mitigate, to the extent practicable, any harmful effect known to the County created by an improper use or disclosure of PHI by the County in violation of the requirements of this Agreement.

## **12. STATUTORY DUTY OF DEPARTMENT TO REPORT MATERIAL BREACHES BY COUNTY TO SECRETARY OF HEALTH AND HUMAN SERVICES (HHS)**

The County and Department agree that if the County engages in a pattern of activity or practice that constitutes a material breach or violation of this Agreement, and the Department becomes aware of such pattern or practice, the Department is required to take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are not successful and termination of the Contract is not feasible, the Department is required to report the problem to the Secretary of HHS.

## **12. TRACKING AND ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE COUNTY**

- a. The County agrees to track disclosures of PHI as required by the applicable provisions of HIPAA. Specifically, the County agrees that it will maintain a record of all PHI disclosures made to third parties. The County agrees that the following information will be recorded:
  - (i) the date the PHI was disclosed;
  - (ii) the name and address, if known, of the person or entity that the PHI was disclosed to;
  - (iii) a brief description of the PHI disclosed; and
  - (iv) a brief statement describing the purpose for the disclosure.
- b. For repetitive disclosures that the County makes to the same person or entity for a single purpose, the County will provide:
  - (i) the disclosure information as specified in Paragraph 12(a)(i-iv) of this Agreement for the first of such repetitive disclosures;
  - (ii) the frequency, periodicity or number of such repetitive disclosures; and
  - (iii) the date of the most recent of such repetitive disclosures.
- c. The County will make the record of disclosures available to the Department or to an Individual having the right to request an accounting of disclosures of PHI under HIPAA within 15 business days after receiving a request from the Department or the Individual having such right under HIPAA.
- d. Exceptions from Disclosure Tracking.  
The County is not required to track or record disclosures of PHI, or to provide an accounting of disclosures for PHI meeting the following conditions:
  - (i) disclosures of PHI that are permitted under this Agreement, or otherwise expressly authorized by the Department in writing; and
  - (ii) disclosures of PHI for the following:
    - (1) for purposes of treatment, payment or health care operations activity of the Department;
    - (2) in response to a request from an Individual who is the subject of the disclosed PHI, or to that Individual's Personal Representative;
    - (3) made to persons involved in health care or payment for health care of the Individual;
    - (4) for disaster relief notification purposes;
    - (5) for national security or intelligence purposes; or,
    - (6) to law enforcement officials or correctional institutions regarding Individuals in custodial situations.
- e. Agreement to obtain valid authorization or consent prior to disclosure of PHI.  
County agrees to obtain a valid authorization or written consent from the individual that is the subject of the PHI disclosure or a personal representative of such individual except for those exceptions listed in this Agreement or otherwise required by law.
- f. Disclosure Tracking Time Periods.  
County agrees to maintain and make available to the Department upon its request or to an Individual having a right to an accounting of disclosures of PHI under HIPAA, information on disclosures made by the County for the six-year period preceding the request, but not including disclosures made prior to April 14, 2003, or the date that the County began performing covered services, activities, or functions on behalf of the Department, whichever is later.

## **13. ACCOUNTING TO THE DEPARTMENT AND TO GOVERNMENT AGENCIES**

The County agrees to make its internal practices, books, and records relating to the use and disclosure of PHI available to the Department, or to the Secretary of Health and Human Services

(HHS) in a time and manner determined by the Department or the Secretary or designee, for purposes of determining compliance by the Department with the requirements of HIPAA. Further, the County agrees to promptly notify the Department of communications with HHS regarding PHI and will provide the Department with copies of any PHI or other information the County has made available to HHS under this provision.

#### **14. TERM AND TERMINATION OF AGREEMENT**

- a. The County agrees that if in good faith the Department determines that the County has materially breached any of its obligations under this Agreement, the Department at its discretion, has the right to:
  - (i) exercise any of its rights to reports, access and inspection under this Agreement, and, or
  - (ii) require the County to submit to a plan of monitoring and reporting, as the Department determines necessary to maintain compliance with this Agreement; and, or
  - (iii) provide the County with a defined time period to cure the breach; or
  - (iv) terminate the Agreement in accordance with applicable state statutes.
- b. Before exercising any of these options, the Department will provide written notice of preliminary determination to the County describing the violation and the action the Department intends to take.

#### **15. RETURN OR DESTRUCTION OF PHI**

Upon termination, cancellation, expiration or other conclusion of this Agreement, the County will:

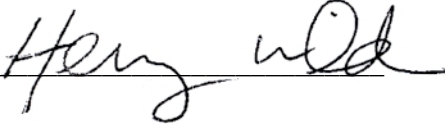
- a. Return to the Department or, if return is not feasible, destroy all PHI and any compilation of PHI in any media or form. The County agrees to ensure that this provision also applies to PHI in possession of subcontractors or agents of the County provided to the agent or subcontractor by the County. The County agrees that any original record or copy of PHI in any media is included in this provision as are any original or copy of PHI provided to subcontractors or agents of the County by the County. The County agrees to complete the return or destruction as promptly as possible, but not more than 15 business days after the effective date of termination of this Agreement. The County will provide written documentation evidencing that return or destruction of all PHI has been completed.
- b. If the County believes that the return or destruction of PHI is not feasible, the County shall provide written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the County and Department that return or destruction is not feasible, The County shall extend the protections of this Agreement to PHI and prohibit further uses or disclosures of the PHI of the Department without express written authorization of the Department. Subsequent use or disclosure of any PHI subject to this provision will be limited to the use or disclosure that makes return or destruction unfeasible.

#### **16. MISCELLANEOUS**

- a. Automatic Amendment: This Agreement shall automatically incorporate any change or modification to HIPAA as of the effective date of the change or modification. The County agrees to maintain compliance with all changes or modifications to HIPAA as required.
- b. Interpretation of Terms or Conditions of Agreement: Any ambiguity in this Agreement shall be construed and resolved in favor of a meaning that permits the Department and County to comply with HIPAA.
- c. Submission of Compliance Plan: The County agrees that a HIPAA compliance plan may be requested by the Department. If requested by the Department, the County agrees to provide periodic reports of the progress of the compliance plan. Further, the County agrees that the plan and progress reports will comply with the requirements of the Department.


**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be duly executed by their respective representatives.

By: Henry Wilde  
Deputy Secretary  
Department of Children & Families

Signature: 

Date: 11/20/2008

By: Mark Thomas  
Deputy Secretary  
Department of Health Service

Signature: 

Date: 11/20/2008

**COUNTY**

By: \_\_\_\_\_  
Printed Name

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

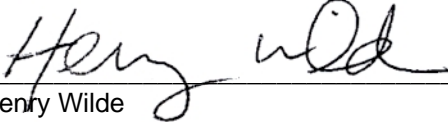
IN WITNESS WHEREOF, the Department and the County have executed this agreement as of the day and year first above written

\_\_\_\_\_  
County Executive, Board Chairperson,  
or Designee Authorization attached if Designee  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Executive, Board Chairperson,  
or Designee Authorization attached if Designee  
Signature

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Henry Wilde  
Deputy Secretary  
Department of Children and Families

\_\_\_\_\_  
11/20/2008  
Date

  
\_\_\_\_\_  
Mark Thomas  
Deputy Secretary  
Department of Health Services

\_\_\_\_\_  
11/20/2008  
Date

NOTE: A County Board resolution must be attached authorizing and naming a designee if the contract is not signed by the Executive or Chairperson of the County.